

**AGREEMENT FOR FINAL DISTRIBUTION
OF ESCROWED FUNDS**

THIS AGREEMENT FOR FINAL DISTRIBUTION OF ESCROWED FUNDS ("Agreement") is made and entered into to be effective the _____ day of _____, 2009, by and among BryanLGH Health System, formerly known as Bryan HealthCare, Inc., a Nebraska nonprofit corporation ("System"), BryanLGH Medical Center, formerly known as Bryan Memorial Hospital, a Nebraska nonprofit corporation ("Hospital"), the City of Lincoln, Nebraska, a municipal corporation existing pursuant to its home rule charter and a political subdivision of the State of Nebraska ("City"), and U. S. Bank National Association, formerly known as First Bank, National Association ("Escrow Agent").

RECITALS

WHEREAS, System, Hospital, City and Escrow Agent entered into an Escrow Agreement as of October 31, 1997, and

WHEREAS, pursuant to the terms of said Escrow Agreement Four Million Dollars (\$4,000,000.00) ("Escrowed Funds") was established with the Escrow Agent, to be held and distributed by the Escrow Agent in accordance with the terms of the Escrow Agreement and the Master Affiliation Agreement dated as of October 1, 1997 between System, Hospital, City and the Board of Trustees of Lincoln General Hospital ("Affiliation Agreement"), and

WHEREAS, there were certain distributions made from the Escrowed Funds and, System, City and Hospital entered into an Agreement to Reduce Escrowed Funds which was effective January 16, 2001 to reduce the amount held in the Escrowed Funds to One Million Dollars (\$1,000,000.00) ("Prior Agreement"), and

WHEREAS, pursuant to a letter from the City of Lincoln dated April 30, 2002, the Escrow Agent released Six Hundred Twenty Five Thousand Dollars (\$625,000) of the Escrow Fund in accordance with said letter to settle a lawsuit against the City of Lincoln d/b/a/ Lincoln General Hospital entitled Benjamin v. City of Lincoln, and

~~WHEREAS, System, City and Hospital are willing to release the balance of the Escrowed Funds in accordance with Section 5.1(d) of the Escrow Agreement and terminate the Escrow Agreement.~~

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the parties agree as follows:

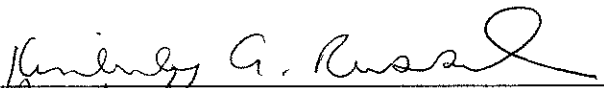
1. All Escrowed Funds currently held by the Escrow Agent shall be immediately distributed to the City of Lincoln.

2. With the distribution of the balance of the Escrow Funds, the Escrow Agreement shall terminate.

3. No party hereto in any way waives or released any rights or is released from any liabilities or responsibilities it may have under the Affiliation Agreement and/or the Closing Agreement by entering into this Agreement.

IT WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date set forth above.


BryanLGH HEALTH SYSTEM

By: 
Its: PRESIDENT/CEO

CITY OF LINCOLN, NEBRASKA


By: _____
Its: _____

BryanLGH MEDICAL CENTER

By: 
Its: PRESIDENT/COO

The Escrow Agent, U.S. Bank National Association, pursuant to the Escrow Agreement hereby acknowledges and agrees to carry out this Agreement in accordance with the terms and conditions hereof.

U.S. BANK NATIONAL ASSOCIATION,
Escrow Agent

By: 
Its: Georgette Kleinbaum
Assistant Vice President